

**CITY OF LAUNCESTON**

**REQUEST FOR QUOTATION  
PACKAGE**

**CD021/2020  
Launceston Aquatic Centre  
External Sign**

**May 2020**

**STANDARDS AUSTRALIA MATERIAL**

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# **SECTION A**

## **GENERAL CONDITIONS**

### **CD021/2020 Launceston Aquatic Centre External Sign**

**May 2020**

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**1. DEFINITIONS**

In Section A, Section B, Section C:

**"Alternative RFQ"** has the meaning given it by clause 3.3

**"Boot"** means Best Overall Outcome Test

**"City of Launceston"** means the City of Launceston, trading as the Launceston City Council.

**"Conditions of RFQ"** means this document which forms part of the overall RFQ Package.

**"Contact Person"** means the person stated in Section D, clause 3.2.

**"Contractor"** means the party proposing to lodge the RFQ Package.

**"Conforming"** means a RFQ submission that complies with all the instructions and directions enclosed within the RFQ Documents.

**"Council"** means the Launceston City Council, trading as City of Launceston.

**"Non-Conforming RFQ"** means a RFQ submission that does not conform to the requirements as outlined within the document and may not be considered for evaluation.

**"RFQ"** Means Request for Quotation

**"RFQ Evaluation Panel"** means the panel appointed to evaluate the RFQ Package.

**"RFQ Package"** means this entire document inclusive of Sections A through D.

**"WHS Incident"** means a death, serious injury, illness, dangerous incident, or near miss that arises out of the conduct of the Services whether or not it is reportable to the relevant workplace health and safety regulator.

**"Workplace Health and Safety Management System"**, means a system for the management of workplace health and safety that complies with relevant Laws and Policies and any special conditions or documents attached.

Unless the contrary intention appears, words in this Section A that are capitalised otherwise have the meaning given to them by Section D Clause 1.



## **2. GENERAL**

This Request For Quotation, (RFQ) is issued in accord with the clauses and provisions within Council's Procurement Policy, Purchasing guidelines and Council's Code of Conduct.

### **2.1. RFQ Package**

The RFQ Package has the following in the order of precedence:

- a) Section A General Conditions;
- b) Section B Specification;
- c) Section C RFQ Return Schedules; and
- d) Section D Contract Document.

### **2.2. Type of Contract**

This will be a one-off contract, signed with the successful supplier.

### **2.3. Scope of Work to be Performed**

The services to be provided are described in Section B, Specifications. Contractors are required to supply all plant, equipment, materials and consumables required to undertake works as specified. All materials and equipment supplied and engaged by the contractor, must be approved, licensed, registered, electrically tagged, certified, in good working condition, of legal possession and appropriate for purpose, respective to each equipment item and its use of. The RFQ shall be for the whole of the services unless otherwise stated in the Section D of the RFQ Package.

### **2.4. Contractor to be Informed**

Contractors shall, prior to submitting their RFQ Package, become fully acquainted with the nature and extent of the Contract and the services to be undertaken, and make all necessary examinations, investigations, inspections and deductions. No claims arising from a failure to take any such actions will be considered and the City of Launceston does not accept any responsibility if a supplier fails to make its own enquiries, interpretations, deductions and conclusions when preparing its RFQ.

Contractors are required to familiarise themselves with all legislative and regulatory requirements relating to the Professional Services and the elements necessary to perform the services, which may include Working with Vulnerable people registration.

Contractors must form their own assessment of the amount of Services, materials, plant and all other items necessary to perform the true intent of the proposed Contract, and of the conditions, difficulties and hazards that are associated with the performance of the Contract.

### **2.5. Industrial Awards and Commercial Agreements**

All Contractors are required to comply with the provisions of all applicable legislation, industrial awards, and approved industrial agreements that apply to their operations and the type of work being supplied. The City of Launceston expects that all employees and creditors engaged by the supplier receive all entitlements due to them as required by the applicable legislation/ industrial instruments and commercial agreements.

receive all entitlements due to them as required by the applicable legislation/ industrial instruments.

### **2.6. Enquiries**

Any enquiries regarding the services specified in the RFQ Package should be directed to the nominated contact person(s) as listed in Section D of this document.

No statement made by the nominated contact person(s) should be construed as modifying these General Conditions or any other RFQ Package, unless confirmed in writing by the nominated contact person(s) and attached to Section D

### **2.7. Signing RFQ Documents**

The Contractor shall sign the RFQ Return Schedules in Section C, or if the Contractor is a corporation, execute the RFQ in a manner binding the corporation.

The Contractor may attach to the Return Schedules in Section C any additional documentation that it wishes to submit in support of its RFQ.

Any RFQ shall be an irrevocable offer by the Consultant to perform the contracted Services subject to the terms and conditions set out in these General Conditions.

### **2.8. Contractor Not to Solicit the Council and its Advisors**

The Contractor and its representatives, or any other parties must not interfere or attempt to interview or to discuss this RFQ with Councillors or employees of the Council, other than the nominated Contact Person(s). Lobbying from any parties in any form (including any social media platforms) from Contractors, Councillors, or employees can result in the submission being excluded from consideration. The City of Launceston reserves the right to reject any offer submitted which contravenes this Clause.

## **3. RFQ PREPARATION AND LODGEMENT**

### **3.1. Conforming RFQ**

A Conforming RFQ means an RFQ which;

- a) Is in the form required by this RFQ Package
- b) Has completed and executed all the RFQ Return Schedules relevant to the offer, and in the manner required; and
- c) Complies with the lodgement requirements
- d) Adheres closely to the project detail and required specifications

### **3.2. Non-Conforming RFQ**

A Non-Conforming RFQ is one that does not conform to the above, section 3.1.

Acknowledgement by the principal that it has received an RFQ does not imply that the RFQ has been accepted as Conforming.

Where a Non-Conforming RFQ is submitted, the following shall apply:

- a) The City of Launceston is not required to, but may at its sole discretion consider a Non-Conforming RFQ.
- b) Consultants that knowingly submit a Non-Conforming RFQ shall provide full details of any variance from the specifications of the RFQ Package.
- c) Non-Conforming RFQ if considered will be assessed in accordance with the evaluation criteria specified in Section A Clause 10.

### **3.3. Alternative RFQ**

An alternative RFQ is one which

- a) Complies with the intent, objectives and the above conditions for a conforming RFQ, but does not comply with the detailed scope of work specifications as requested
- b) An Alternative RFQ proposal may be submitted if it is clearly identified as an "Alternative RFQ" in the relevant section, and in each of the areas where it fails to comply with the specified requirements.
- c) An RFQ submitted which meets the Principal's requirements in an alternative and practical manner, taking into account the totality of the requirements, must include supplementary technical information, together with associated prices, which demonstrates that the alternative offer is suitable and will fully achieve all the specified requirements to the sole satisfaction of the principal.

- d) The council will deem any RFQ submitted with attached conditions, or qualifications, as an alternative since it represents a variation from the issuing document standards and terms.
- e) The principal reserves the right in its absolute discretion to either consider Alternative RFQ's on their merits, or not to consider them further.
- f) It is not a requirement to submit a conforming RFQ with an alternative offer.

### **3.4. RFQ Lodgement**

RFQ Packages submitted must be received via email at [submissions@launceston.tas.gov.au](mailto:submissions@launceston.tas.gov.au)  
All RFQ Packages should be marked: "**CD021/2020 – Launceston Aquatic Centre External Sign**" and must be lodged by: 2:00 pm local time Friday 12<sup>th</sup> June 2020. Submissions not received through the above email address, will be considered as non-conforming and treated in accordance with section 3.2.

### **3.5. Late Documentation**

RFQ Packages received after the closing date and time will not be considered by the City of Launceston.

### **3.6. Ownership of RFQ and RFQ Information**

RFQ Packages lodged shall become the property of the City of Launceston.

### **3.7. Acknowledgement by Contractor**

The Contractor acknowledges that:

- a) The City of Launceston makes no representations and offers no undertakings in issuing this RFQ.
- b) The City of Launceston is not bound to accept the lowest nor any particular RFQ.
- c) With notice given, the City of Launceston may suspend, vary, postpone, extend, terminate or abandon the RFQ process at any time.
- d) The City of Launceston may invite one or more Consultants to supply further information and/or attend a conference or interview and/or make a presentation, and in doing so is not an indication that they are the successful Consultant.
- e) The City of Launceston reserves the right to negotiate further with any Consultants making a submission.
- f) The RFQ Evaluation Panel and the City of Launceston may undertake 'due diligence' checks, including, but not limited to, verifying references and/or referees, and undertaking company searches and credit checks.
- g) The City of Launceston will not be responsible for any costs or expenses incurred by a Consultant arising in any way from the preparation and submission of RFQ Packages.
- h) The City of Launceston accepts no responsibility for a Consultant misunderstanding or failing to respond correctly to this RFQ.

## **4. ACCEPTANCE OF RFQ**

The successful Contractor will be notified in writing of the acceptance of its RFQ. Unsuccessful Consultants will also be informed of the outcome of the RFQ process.

### **4.1. Validity Period**

Submission prices or rates shall remain valid for a period of 90 days from the date of closing of the RFQ.

## **5. CONTRACT**

The successful Contractor will be invited to enter into a Contract with the City of Launceston, in accord with the City of Launceston procurement policies and procedures. It is proposed that the contract terms in Section D will form the general terms of a future agreement, which will also

include the requirements as outlined throughout the RFQ Package. Although the City of Launceston may propose further changes, a future agreement will also incorporate the attached specifications and related documents which form part of the contract.

## **6. PROBITY OF RFQ PROCESS**

A "Statement of Conformity" document is included in the RFQ Return Schedules which addresses compliance with the General Conditions. This document must be made and returned as part of the RFQ. Consultants must ensure that, when preparing and submitting a RFQ that they adhere to principles of ethical behaviour and fair dealing.

Consultants must avoid situations where the RFQ process is wrongfully influenced by other external interests, such as a relationship or affiliation they may have with a City of Launceston officer. Should any Consultant consider that the RFQ process has failed to show fairness in consideration as a Consultant, or that the process has been prejudiced in any way affecting the RFQ or the evaluation, the Consultant must notify in writing the alleged failure to the nominated contracts representative or the City of Launceston management.

Such notification must outline the issues in dispute, the impact upon the Consultants interests, any relevant background information and the outcome desired for review.

## **7. USE OF CONTRACTORS**

Where a Contractor proposes to provide any part of the Services using resources from organisations other than the Contractor itself, substantial information relating to the contractual arrangements for such resources must be detailed in the RFQ, together with information on the relevant experience of such other organisation. Failure to provide such information may result in the returned RFQ being excluded from further consideration. Contractors will be required to ensure that any subcontractors engaged;

- a) satisfy the terms and conditions of the issued RFQ Package, and adhere to all relevant conditions as outlined to the principal contractor.
- b) have stringent safety standards and procedures in place and observe them.
- c) conduct their business operations in a legal, and ethical manner, including paying their respective employees/subcontractors and creditors correctly as per industry award standards and/or agreements.
  - (i) In such cases where it is found that the main or sub-contractor is not paying it's creditors entitlements as above, upon providing notice to that effect, the City of Launceston reserves the right to pay the affected supplier directly an amount owed, then deduct the amount from either the next contractor's payment claim or from the security deposit held.
- d) display conduct to members of the public in a similar manner to the City of Launceston Code of Conduct.

## **8. DISPUTE RESOLUTION**

- a) Should any submitting RFQ contractor consider that the RFQ process has failed to fairly consider an RFQ submission, the Contractor must immediately and in writing notify the alleged failure to the Contact Person
- b) Within 10 Business Days the Contact Person will contact the Tenderer to discuss the issue raised in the notice
- c) If the Contact Person does not respond within the prescribed time, or the Contractor is dissatisfied with their discussion with the Contact Person, the Contractor may contact the relevant General Manager.

## **9. RFQ RETURN SCHEDULES AND EVALUATION INFORMATION**

Contractors are required to complete the RFQ Return Schedules and submit these as part of their RFQ for evaluation. Contractors may submit additional information in support of their RFQ.

The City of Launceston reserves the right to clarify with any Contractor the contents of any information.

### 9.1. Timing of the RFQ Process

Advertising of RFQ	Saturday 30 <sup>th</sup> May 2020
Issuing the RFQ	Saturday 30 <sup>th</sup> May 2020
Closing of RFQ and Opening of submissions	Friday 12 <sup>th</sup> June 2020
Review of submissions by	Monday 15 <sup>th</sup> May 2020
Award of Contract	TBA

Any changes to the above timetable will be communicated in writing to those who have received the document, and if any changes are to be made after the closing date and time, then communication will only be sent to those suppliers who have made a submission

## 10. CONFIDENTIALITY

### 10.1. Control of Confidential Information

Subject to this clause 10, the City of Launceston and Consultants must maintain effective systems to protect Confidential Information.

Neither may:

- a) Use Confidential Information for any purpose other than the performance of that person's obligations under the Contract or in the assessment of a RFQ.
- b) Disclose (and must ensure that its employees do not disclose) Confidential Information to any third party, except in accordance with the procedure set out in this Clause.
- c) Allow its employee's access to Confidential Information without ensuring that those employees are aware of and comply with these systems for the protection of Confidential Information.
- d) The City of Launceston or a Consultant may disclose Confidential Information to a third party only where that entity has obtained the prior written approval of the other party to such disclosure. This approval must not be unreasonably withheld if the other party has procured a confidentiality undertaking in the same terms as this clause in respect of the information from such third party.

### 10.2. Information Provided by Council

Information provided in this Request for Quotation or imparted to any Contractor as part of the RFQ process is confidential and shall not be used by the Contractor for any other purpose, or distributed to, or shared with any other person or organisation. If the Contractor does not accept this condition then it must return the RFQ Package within two (2) days to the nominated contact person.

### 10.3. Information Provided by Contractors

The City of Launceston reserves the right to disclose any or all information provided by Consultants where disclosure is:

- a) Required or compelled by any order of a Court.
- b) Required or compelled by any law.
- c) Required or compelled by notice validly issued by any Authority.
- d) Necessary for the conduct of any legal proceedings.
- e) Necessary for the provision of advice by the Council's legal advisers, accountants or other consultants.
- f) Necessary for the evaluation of this RFQ.

#### 10.4. Intellectual Property Rights

By submitting this RFQ, the contractor is deemed to have granted the Principal a right to reproduce the RFQ in whole or in part and to authorise any other act or omission in relation to the RFQ for the purposes of exercising its rights, or in carrying out its functions and obligations under these conditions of the RFQ

The Contractor indemnifies the Principal against all costs (including legal costs), expenses, losses (including specified loss) or damages incurred or suffered by the Principal in connection with a claim by a third party alleging a breach of Intellectual Property Rights

#### 11. EVALUATION CRITERIA

Contractors should ensure that their proposals address the below criteria.

All submissions will be evaluated against the following criteria

Assessment Criteria	Weighting
Qualification and Experience (Schedule 5)	25%
Referees (Schedule 6)	15%
Proposed Methodology (Schedule 7)	30%
Project Cost (Schedule 3)	30%
Total	100%

##### 11.1. Evaluation Panel

An evaluation panel comprising of a minimum of 3 Council officers or appointed Council representatives will assess all conforming submissions. The evaluation will take place as determined by the evaluation panel and their respective interpretation of the submissions will be final and absolute.

##### 11.2. Pricing and Evaluation Method

The quoted sum (Price) is scored by a mathematical calculation, and the (Non Price Criteria) is scored numerically and weighted accordingly.

# **SECTION B**

## **SPECIFICATIONS**

**CD021/2020**

**Launceston Aquatic Centre  
External Sign**

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## 1. THE PROJECT

The City of Launceston seeks to develop an external sign at the Launceston Leisure & Aquatic Centre. Located at Launceston's historic Windmill Hill, the sign will incorporate heritage elements of the site such as blue stone, and features which will assist visitors in locating the Centre such as illuminated lettering.

## 2. SCOPE OF SERVICES/ PROJECT REQUIREMENTS

TASK 1 - A return brief responding to the objectives and outlining any other key considerations and tasks considered necessary but may not be included in this briefing document for Council to consider

The return brief and fee proposal shall contain the following:

- The qualifications and experience of the team of people, which would be assigned to undertake the consultancy.
- The capacity of the consultant/team to undertake this proposal.
- The proposed project methodology in some detail, to be adopted to undertake the consultancy.
- Details of any key assumptions and / or omissions in the proposal.
- Details of key legislation, planning scheme provisions and industry guidelines that will be relied upon to undertake the assessment.
- A detailed timetable and proposed approach to the project.

The submission can also include additional information, which may assist in assessing the capability of the consultant to undertake the assignment and bring benefit to the project.

## 3. KEY DELIVERABLES

External illuminated sign which sits upon a blue stone base finish fully completed. All associated installation requirements including site footings and electrical works.

Further information can be found in the attached Drawings

### **Appendix A - Aquatic Centre Signage Engineering PDF**

**Aquatic Centre Signage S01**

**Aquatic Centre Signage S02**

### **Appendix A - Drawings**

An existing blue stone wall located on-site may be recycled for use as building material during the sign's construction. Use of this building material must be coordinated with the Project Manager.

The sign's electrical elements, including lightbox must be IP65 rated water resistant. The Contractor shall comply with all safety requirements as described in AS3760 and AS3000. Inspection and testing must be carried out in accordance with AS3760.

The Contractor's personnel must be licensed by an appropriate authority to carry out such work.

## 4. PAYMENT TERMS

The project shall be priced as a lump sum fee service including all costs:

Payments will be as per Section D.

# **SECTION C**

## **RETURN SCHEDULES**

### **CD021/2020 Launceston Aquatic Centre External Sign**

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**SCHEDULE 1 - CONTRACTORS FORMAL OFFER**

Contract No:	
Project:	
Consultants:	

Registered Office Address:	Business Address:
Telephone:	
Email:	

Legal Status			
All Consultants are required to complete the following table:			
Legal Structure	Name	Australian Company No (ACN)	Australian Business No (ABN)
Company			
Trust*			
Individual			
Partnership			

\*include details of both trust and trustee

The Contractor named above, hereby provides a RFQ to provide Goods, Works and/or Services in accordance with:

- The RFQ Package;
- a) Any attachments, addenda or schedules submitted with the RFQ Documents.

The Consultant also acknowledges that if it is the successful Consultant, this will be confirmed in a letter of acceptance which will invite the Consultant to enter in to a formal contract with the City of Launceston.

The documents listed above will form part of the contract between the parties, although the City of Launceston reserves the right to negotiate further terms and conditions.

The Contractor warrants and represents that:

- a) It has fully acquainted itself with all of the documents referred to in the RFQ Package and all matters relating there to;
- b) Agrees to be bound by the General Conditions in Section A;
- c) All of the information provided in the RFQ Package is true and correct;

- d) It has made its own enquiries and investigations and has obtained professional advice and all other relevant information so as to inform itself of all of the risks and contingencies which may affect its quoted price;
- e) It has allowed for all such risks and contingencies in its price.

The Consultant confirms that they offer to provide the Goods, Works and/or Services described in the RFQ Package in accordance with the RFQ Package, and will do so legally in accord with all required State and federal government legislation.

Executed by Authorised Officer of Consultant who has delegated authority to enter into a contract:

Signature:

Name and title:

Date:

Signature of Witness:

Name of Witness:

Date:

Contact Person for enquiries about this RFQ

Name:

Position:

Address:

Telephone:

Email:

**SCHEDULE 2 - STATEMENT OF CONFORMITY**

The Contractor is to signify whether or not its RFQ conforms in all respects to the requirements of the Conditions of this RFQ and all other requirements set out in the RFQ Documents by indicating below.

Does the RFQ conform?	Yes_____No_____
Is this an Alternative Offer?	Yes_____No_____

If the RFQ does not conform to all the requirements of the RFQ Documents, the Consultant must list below all areas of non-conformity and the reasons therefore, and must value each area of non-conformity so that, in the event such non-conformity is deemed unacceptable, the comparative RFQ price can be adjusted accordingly. If any non-conformity is not priced and/or is determined to be unacceptable, the RFQ may not be further considered

Area of Non-Conformity and Reason	Value of Non-Conformity (\$)

**SCHEDULE 3 - SCHEDULE OF RATES AND FEES.**

Please submit rates Excluding GST

Fixed Price	
Hourly Rate	

**SCHEDULE 4 - INSURANCES**

Insurance Type	Insurance Company
Public Liability (minimum \$10m)	
Comprehensive Motor Vehicle Third Party	
Workers Compensation	
Professional Indemnity	

The successful Consultant/s will be asked to produce a Certificate of Currency for each insurance category.

**SCHEDULE 5 - KEY PERSONNEL, QUALIFICATIONS & EXPERIENCE**

Contractors shall detail below the key personnel proposed for this work.

Name	Years of Experience	Qualifications.	Outline the relevant experience and expertise of personnel. Please include relevant local knowledge and experience

**SCHEDULE 6 - REFEREES**

Please provide here details of relevant or previous experience of the company and major sub-contractors. (Please copy this sheet for sub-contractors)

Project Type	
Clients Name	
Clients Contact Person	
Clients Address	
Client's Phone Number	
Year Completed	
Project Type	
Clients Name	
Clients Contact Person	
Clients Address	
Clients Phone No	
Year Completed	
Project Type	
Clients Name	
Clients Contact Person	
Clients Address	
Clients Phone No	
Year Completed	







## **SECTION D**

# **CONDITIONS OF CONTRACT**

**CD021/2020**

**Launceston Aquatic Centre  
External Sign**

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## 1. DEFINITIONS

In this Section D:

**"City of Launceston"** means the Launceston City Council (trading as the "City of Launceston")

**"Consultant"** means the party / Principal Consultant who submitted the RFQ and which further includes the services of the Project Consultant as well as the Specialised Project Consultant.

**"Contract"** means this agreement with Sections A, B, C, D plus all annexures and appendices, and includes the following parts, which will take precedence in the following order:

- (a) Special Conditions;
- (b) Annexure Part A of AS4000 - 1997
- (c) The Contract excluding AS4000 - 1997 General Conditions.
- (d) AS4000 - 1997 General Conditions of Contract.
- (e) City of Launceston Standard Terms and Conditions of Purchase.

**"Contract Sum"** means the amount shown in Item 6 of the Reference Schedule.

**"Contractor"** means the party who submitted the RFQ

**"Defect Liability Period"** means the defect liability period stated in the Contract, or where no period is stated, a period of 6 years from finalisation of the Services.

**"GST"** means the tax provided for under A New Tax System (Goods and Services Tax) Act 1999.

**"Insurance Requirements"** mean the minimum insurances described at Item 11 of the Reference Schedule

**"IP"** means the intellectual property rights attached to data, documents, trade secrets, trademarks, designs, patents and other such rights.

**"Laws and Policies"** means any statute, regulation, ordinance, permit, Australian Standard, licensing requirement, or other lawful requirement imposed by any competent authority. It also includes any notified City of Launceston internal policy.

**"Payment Method"** means the process described in Item 7 of the Reference Schedule.

**"Principal Consultant"** means the Architect or Architectural Company appointed for the project works.

**"Professional team"** means the Architect acting as Principal Consultant appointed by the Council to oversee the work of Project Consultants and Specialised Project Consultants appointed by the Council to prepare, co-ordinate and fulfil the project works.

**"Project Consultant"** and **"Specialised Project Consultant"** means Geotechnical Engineer, Land Surveyor, Structural Engineer, Electrical Engineer, Mechanical Engineer, Fire Engineer, Hydraulic Engineer, Town Planner, Quantity Surveyor, Building Surveyor, Lift Consultant.

**"RFQ Package"** means the entire document, including Sections A,B,C,D plus any attachments or appendices.

**"WHS Incident"** means a death, serious injury, illness, dangerous incident, or near miss that arises out of the conduct of the Services whether or not it is reportable to the relevant workplace health and safety regulator.

**"Services"** means the goods and services ordered by the City of Launceston from the Contractor as described in the RFQ Package.

**"Workplace Health and Safety Management System"**, means a system for the management of workplace health and safety that complies with relevant Laws and Policies and the documents attached at Appendix 1.

**2. AS4000 CONTRACT ANNEXURES**

# **Annexure Part A**

Annexure to the Australian Standard General Conditions of Contract  
AS 4000 – 1997  
(Based Upon AS 4000-1997)

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This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to the General Conditions of Contract and shall be read as part of the *Contract*.

Item



1	<i>Principal</i> (Clause 1)	<b>CITY OF LAUNCESTON</b> <b>A.B.N. 73 149 070 625</b>
2	<i>Principal's Address</i>	<b>PO Box 396, LAUNCESTON</b> <b>TASMANIA 7250</b>
3	<i>Contractor</i> (Clause 1)	..... ..... <b>A.B.N.</b> .....
4	<i>Contractor's Address</i>	..... .....
5	<i>Superintendent</i> (Clause 1)	<<(INSERT TITLE / NAME)>> <b>LAUNCESTON CITY COUNCIL</b> <b>A.B.N. 73 149 070 625</b>
6	<i>Superintendent's Address</i>	<b>PO Box 396, LAUNCESTON</b> <b>TASMANIA 7250</b>
†7	a) <i>Date for practical completion</i> (Clause 1) OR b) <i>Period of time for practical completion</i> (Clause 1)	<b>AS PER LETTER OF ACCEPTANCE</b>  .....
8	<i>Governing Law</i> (Page 5, clause 1(h))	<b>TASMANIA</b> If nothing stated, that of the jurisdiction where the <i>site is located</i>
9	a) <i>Currency</i> (Page 5, clause 1(g)) b) <i>Place for payments</i> (page 5, clause 1(g)) c) <i>Place of business of bank</i> (page 3, clause 1(d))	<b>AUSTRALIAN DOLLAR</b> If nothing stated, that of the jurisdiction where the <i>site is located</i>  <b>LAUNCESTON, TASMANIA</b> If nothing stated, the <i>Principal's address</i> <b>LAUNCESTON, TASMANIA</b> If nothing stated, the place nearest to where the <i>site is located</i>
10	Bills of quantities (subclause 2.2) a) Alternative applying (subclause 2.2) b) If Alternative 2 applies, is the <i>bill of quantities</i> to be priced? (subclause 2.2) c) Lodgement time (subclause 2.3 (b))	<b>NOT APPLICABLE</b> If nothing stated, Alternative 1 applies  <b>NOT APPLICABLE</b> NO/YES (delete one) If neither deleted, the <i>bill of quantities</i> shall not be priced  <b>NOT APPLICABLE</b> If nothing stated, 28 days after <i>date of acceptance of tender</i>

11	Quantities in <i>schedule of rates</i> , limits of accuracy (subclause 2.5 (b))	<p><b>Quantities shown as Provisional Quantities</b> Upper Limit + 100% Lower Limit - 100%</p> <p><b>For all other items</b> Upper Limit + 30% Lower Limit - 30%</p>
12	<i>Provisional sum</i> , percentage for profit and attendance (clause 3)	<b>10 %</b>
†13	<p>Contractor's Security</p> <p>a) Form (clause 5)</p> <p>b) Amount or maximum percentage of <i>contract sum</i> (clause 5)</p> <p>c) If retention moneys, percentage of each <i>progress certificate</i> (clause 5 and subclause 37.2)</p> <p>d) Time for provision (except for retention moneys) (clause 5)</p> <p>e) Additional <i>security</i> for unfixed plant and materials (subclauses 5.4 and 37.3)</p> <p>f) <i>Contractor's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)</p>	<p><b>BANK GUARANTEE OR CASH RETENTION ONLY</b></p> <p><b>5%</b> If nothing stated, 5% of the <i>contract sum</i></p> <p>If nothing stated, 10% , until the limit in <i>Item 13(b)</i></p> <p><b>WITHIN 21 DAYS FROM THE DATE OF LETTER OF ACCEPTANCE OF TENDER</b> If nothing stated, within 28 days after <i>date of acceptance</i> of tender</p> <p><b>100% OF THE VALUE OF THE ITEM OF WORK</b></p> <p><b>50%</b> of amount held If nothing stated, 50% of amount held</p>
†14	<p>Principal's security</p> <p>a) Form (clause 5)</p> <p>b) Amount or maximum percentage of <i>Contract sum</i> (Clause 5)</p> <p>c) Time for provision (clause 5)</p> <p>d) <i>Principal's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)</p>	<p><b>NONE</b></p> <p><b>NIL</b> If nothing stated, nil</p> <p><b>NOT APPLICABLE</b> If nothing stated, within 28 days after <i>date of acceptance of tender</i></p> <p><b>NOT APPLICABLE</b> If nothing stated, 50% of amount held</p>



<p>20</p>	<p>Insurance of <i>the Works</i> (clause 16)</p> <p>a) Alternative applying If Alternative 1 applies</p> <p>b) Provision for demolition and removal of debris</p> <p>c) Provision for consultants' fees</p> <p>d) Value of materials or things to be supplied by the <i>Principal</i></p> <p>e) Additional amount or percentage</p>	<p><b>ALTERNATIVE 1</b> If nothing stated, Alternative 1 applies</p> <p>..... ..... \$.....</p> <p><b>OR</b></p> <p>..... % of the <i>contract sum</i></p> <p>..... ..... \$.....</p> <p><b>OR</b></p> <p>..... % of the <i>contract sum</i></p> <p>..... ..... \$.....</p> <p><b>OR</b></p> <p>..... % of the total of paragraphs (a) to (d) in clause 16</p>
<p>21</p>	<p>Public liability insurance (clause 17)</p> <p>a) Alternative applying If Alternative 1 applies</p> <p>b) Amount per occurrence shall be not less than</p>	<p><b>ALTERNATIVE 1</b> If nothing stated, Alternative 1 applies</p> <p><b>TEN MILLION DOLLARS \$10,000,000</b>..... If nothing stated, then not less than the <i>contract sum</i></p>
<p>22</p>	<p>Time for giving possession (subclause 24.1)</p>	<p><b>WITHIN 7 DAYS OF DATE OF ACCEPTANCE OF TENDER</b> If nothing stated, 14 days</p>
<p>23</p>	<p><i>Qualifying causes of delay</i> Causes of delay for which EOTs will not be granted (page 3, paragraph (b)(iii) of clause 1 and subclause 34.3)</p>	<p><b>FIRST 6 DAYS OF INCLEMENT WEATHER IN EACH CALENDER MONTH UP TO AND INCLUDING THE DATE FOR PRACTICAL COMPLETION</b></p>
<p>†24</p>	<p>Liquidated damages, rate (subclause 34.7)</p>	<p><b>THREE HUNDRED DOLLARS</b> per day <b>\$300</b> per day</p>

†25	Bonus for early <i>practical completion</i> (subclause 34.8) a) Rate  b) Limit	<b>NIL</b>  <b>NOT APPLICABLE</b>
†26	Delay damages, other <i>compensable causes</i> (page 1, clause 1 and subclause 34.9)	<b>NONE</b>
27	Defects liability period (clause 35)	<b>12 MONTHS</b> If nothing stated, 12 months
28	Progress Claims (subclause 37.1)  a) Times for progress claims  OR  b) Stages of WUC for progress claims	<b>15<sup>th</sup> DAY OF EACH MONTH FOR WUC DONE TO THE LAST DAY OF THE PREVIOUS MONTH.</b>  ..... .....
29	Unfixed plant and materials for which payments may be made (subclause 37.3)	<b>NONE</b>
30	Interest rate on overdue payments (subclause 37.5)	<b>Zero % per annum</b> If nothing stated, 18% per annum
31	Time for <i>Principal</i> to rectify inadequate possession (subclause 39.7)	<b>42 Days</b> If nothing stated, 14 days



# Annexure Part B

Annexure to the Australian Standard General Conditions of Contract

AS 4000 - 1997

Based Upon (AS 4000-1997)

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## DELETIONS, AMENDMENTS AND ADDITIONS

AS4000 -1997 has been amended by the following Contract order of precedence:

- (a) Special Conditions;
- (b) Annexures Part A & B of AS4000 - 1997
- (c) The Contract excluding AS4000 - 1997 General Conditions.
- (d) AS4000 - 1997 General Conditions of Contract.

### 1. Refer Special Conditions

2. The following clauses have been deleted from the General Conditions of AS 4000 - 1997.

*None.*

3. The following clauses have been amended and differ from the corresponding clauses in AS 4000 - 1997.

15.1 **Indemnity by Contractor**

Delete lines 41 and 42

15.2 **Indemnity by the Principal**

Replace this clause by the following:

***The Principal shall indemnify the Contractor in respect of claims referred to in clause 15.1 (e).***

17. **Public Liability Insurance**

Add after line 12 the following:

***The Public Liability Policy shall be effected with an insurer approved by the Principal.***

17A. **Motor Vehicle Third Party Property Damage and Personal Injury Policy**

Add the following clause,

***Motor Vehicle Third Party Property Damage insurance with minimum indemnity of \$5,000,000 shall be effected by the Contractor before the Contractor commences work.***

***The insurance policy shall be in the joint names of the Principal and the Contractor and shall cover all subcontractors employed from time to time in relation to the work.***

***A statutory personal injury policy by virtue of legislation governing the use of motor vehicle shall be in force.***

18. **Insurance of Employees - Tasmania**

Delete the first paragraph and replace with the following:

***Before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at***

***common law to comply with Workers Rehabilitation and Compensation Act 1988.  
The insurance cover shall be unlimited in amount and shall be maintained until all work including remedial work is completed.***

***The insurance shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor.***

***The Contractor shall ensure that every sub-contractor employed on the work is similarly insured.***

25.1 **Scope**

Amend line 5 as follows,

which differ materially ***and substantially*** from ***those*** physical conditions.....

25.2 **Notification**

Amend 25.2 (a) as follows,

(a) the Latent Conditions encountered and the respects in which it differs materially ***and substantially from the physical conditions referred to in clause 25.1.***

37.2 **Certificates**

Amend after line 20 as follows,

The Principal shall within ***16 days*** after receiving both such certificates, or within ***30 days*** after the Superintendent receives the progress claim, pay to the Contractor the balance of the progress certificate after deducting retention moneys and setting off such of the certificate in paragraph (b) as the Principal elects to set off. If that setting off produces a negative balance, the Contractor shall pay that balance to the Principal within 7 days of receiving written notice thereof.

Neither a progress certificate nor a payment of moneys shall be evidence that the subject WUC has been carried out satisfactorily. Payment other than final payment shall be payment on account only.



### 3. SPECIAL CONDITIONS

#### 3.1. Operational Contacts

City of Launceston Contacts	Suppliers Contact
Marcus Grantham City of Launceston Leisure and Aquatic Centre (03) 6323 3634	

#### 3.2. Pricing

All costs included within this Contract are fixed and variations to pricing are not permitted unless mutually agreed in writing.

#### 3.3. Payment

To the maximum extent permissible by law, the standard terms of payment of the Contractor's invoice, claim or progress certificate (as applicable) will be 30 days from the:

- (a) the date of receipt of a fully compliant invoice or claim from the Contractor, which must include a reference to the specific City of Launceston purchase Order and/or contract number; and
- (b) the acceptance of the work or services by the City of Launceston as being delivered in accordance with this Contract.
- (c) If the Contractor engaged fails to honour this contract by failing to pay their contractors on this project, the due and owed amount, then the City of Launceston reserves the right to pay the sub-contractor an amount owed directly, then deduct the payment made from the Contractors payment or deduct the payment from the security deposit held.

#### 3.4. Payment Schedule

Claims for payment can be presented in accord with the following payment hold points.

- (a) all claims are to be presented to the project superintendent / manager for approval before invoicing.
- (b) claims can be presented to the superintendent/manager on a monthly basis for work undertaken and completed for the previous month.

#### 3.5. Variations

Any variations to the agreed contract must be in writing and signed as accepted by duly authorised person/s.

#### 3.6. Breach and Termination

In addition to any rights granted to the Principal under the AS4000-1997 General Conditions of Contract:

- (a) If the Contractor breaches the Contract, then City of Launceston may give the Contractor a written notice setting out the nature of the breach ("Notice of Breach"). The Contractor shall have 7 days after the date of the Notice of the Breach to rectify the breach.
- (b) It is a fundamental breach of this Contract by the Contractor, giving the City of Launceston the right to terminate the Contract if, the breach has arisen from,
  - (i) a serious WHS Incident that is most likely to have been caused by the Contractor's negligence;
  - (ii) failure to prepare or manage an adequate Workplace Health and Safety Management System;
  - (iii) failure to fully participate in a WHS incident investigation, or a City of Launceston audit;

- (iv) involvement in any conduct that is illegal;
- (v) likely financial mismanagement or fraudulent practice;
- (vi) failure to remedy a breach within 7 days of a Notice of Breach.
- (vii) repeated failure to meet an agreed key performance indicator specified in the Contract.

### **3.7. Workplace Health and Safety Requirements**

In addition to the Workplace Health and Safety requirements as outlined in Section B, the Contractor must be able to demonstrate;

- a) Contractors Safety Policy
  - (i) The Contractor will provide a Contractor's Safety Policy document, which must include,
  - (ii) The duties of any person holding a responsibility under workplace health and safety legislation or standards.
  - (iii) Safety procedures
  - (iv) Safe Work Method Statements
  - (v) Risk Assessment Policy
  - (vi) Summary of any past breaches of workplace legislation that resulted in official warnings, fines or prosecution.
  
- (b) Induction
 

Where contractor is in control and management of a worksite they are to take adequate steps to familiarise themselves with the site and undertake any City of Launceston induction and site orientation exercise that might be required.
  
- (c) Site Safety
 

Worksite safety documentation including, safety procedures, permits for work, but not limited to, Safe Works Methods Statements and similar legislative requirements are to be completed and maintained in accordance with all the relevant acts and Australian codes of practice.

All reasonable precautions such as suitable site supervision and management arrangements, suitability and compliance of plant and equipment, signage, barriers and the like are to be provided to safeguard the public and employees.
  
- (g) Notification of an Incident and Audits
  - (i) The Contractor shall manage and report any workplace incidents in accordance with the Contractors Workplace health and Safety Management System. In addition, the contractor is required to promptly notify the City of Launceston of any incidents.
  
  - (ii) The Contractor will fully participate in a WHS Incident investigation, or a City of Launceston safety audit.

## **4. Appendices**

### **4.1. Appendix 1**

Unless stated otherwise, the Contract incorporates any documents submitted by way of RFQ to the City of Launceston by the Contractor for the Services that are attached to the front of this contract document and marked as "Section A", "Section B" and "Section C", plus any appendices attached.



**5. CONTRACT EXECUTION**

Executed as an AGREEMENT is made this      day of      2020

Signed by an authorised representative of      )

CITY of LAUNCESTON      )

)

Name:

Position:

SIGNED by the Constructor      )

or their authorised representative      )

)

Name:

Position: